

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 8																									
2. Amendment/Modification No. 0001		3. Effective Date 2004FEB04		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)																									
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ADBx JOHN ORR (586)574-7350 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: ORRJ@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6)		Code																									
				SCD PAS ADP PT																											
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/>		9A. Amendment Of Solicitation No. W56HZV-04-R-0404																									
				<input type="checkbox"/>		9B. Dated (See Item 11) 2004FEB02																									
				<input type="checkbox"/>		10A. Modification Of Contract/Order No.																									
				<input type="checkbox"/>		10B. Dated (See Item 13)																									
Code		Facility Code																													
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS																															
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.																															
12. Accounting And Appropriation Data (If required)																															
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.																															
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In																													
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).																													
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:																													
<input type="checkbox"/>		D. Other (Specify type of modification and authority)																													
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.																															
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)																															
SEE SECOND PAGE FOR DESCRIPTION																															
<p>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="4">15A. Name And Title Of Signer (Type or print)</td> <td colspan="4">16A. Name And Title Of Contracting Officer (Type or print)</td> </tr> <tr> <td colspan="2">15B. Contractor/Offeror</td> <td colspan="2">15C. Date Signed</td> <td colspan="2">16B. United States Of America</td> <td colspan="2">16C. Date Signed</td> </tr> <tr> <td colspan="2">(Signature of person authorized to sign)</td> <td colspan="2"></td> <td colspan="2">By _____ /SIGNED/</td> <td colspan="2">(Signature of Contracting Officer)</td> </tr> </table>								15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)				15B. Contractor/Offeror		15C. Date Signed		16B. United States Of America		16C. Date Signed		(Signature of person authorized to sign)				By _____ /SIGNED/		(Signature of Contracting Officer)	
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15B. Contractor/Offeror		15C. Date Signed		16B. United States Of America		16C. Date Signed																									
(Signature of person authorized to sign)				By _____ /SIGNED/		(Signature of Contracting Officer)																									
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243																									

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this amendment is to make corrections to three solicitation clauses as shown on the following pages of this amendment.
2. All other terms and conditions remain the same.

*** END OF NARRATIVE A 001 ***

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SECTION D - PACKAGING AND MARKING

<u>Status</u> <u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-1 CHANGED 252.211-7003	ITEM IDENTIFICATION AND VALUATION	JAN/2004
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[NOTE: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for all items delivered under the contract for which the Government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is also required for items listed in paragraphs (c)(1)(ii) of the clause. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(ii), or if listed elsewhere in the solicitation or resulting contract. In the event that the Government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the Government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified, however the contract may be later modified to include such identification marking. This clause also requires the contractor to report the Government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <http://www.acq.osd.mil/uid> .]

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Commonly accepted commercial marks" means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

"Concatenated unique item identifier" means-- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or (2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid> .

"DoD unique item identification" means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-- (1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number. (2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number. Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

"Government's unit acquisition cost" means-- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and (2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

"Issuing agency code" means a code that designates the registration (or controlling) authority.

"Item" means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

"Machine-readable" means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

"Registration (or controlling) authority" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

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"Serial number within the enterprise identifier or unique serial number" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part number or serial number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part number" means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

"Unique item identification" means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

"Unique item identifier" means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/uid_.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

- (i) All items for which the Government's unit acquisition cost is \$5,000 or more; and
- (ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number: TBD

Item Description: TBD

- (iii) Subassemblies, components, and parts embedded within items as specified in TBD.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall--

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

- (A) Data Identifiers (DIs) (Format 06).
- (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology-- EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.
- (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD'' format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid> ; and

- (ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

- (i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial

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number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Description.*
- (2) Unique identifier**, consisting of--
 - (i) Concatenated DoD unique item identifier; or
 - (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if DoD unique item identifier is used).**
- (5) Enterprise identifier (if DoD unique item identifier is used).**
- (6) Original part number.**
- (7) Serial number.**
- (8) Quantity shipped.*
- (9) Unit of measure.*
- (10) Government's unit acquisition cost.*
- (11) Ship-to code.
- (12) Shipment date.
- (13) Contractor's CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number.*
- (16) Acceptance code.

* Once per contract line, subline, or exhibit line item.
 ** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part, consisting of--
 - (i) Concatenated DoD unique item identifier; or

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(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Unit of measure.

(9) Description.

** Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil.uid>

____(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

[End of Clause]

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Status	Regulatory Cite	Title	Date
L-1 CHANGED	52.209-4005 (TACOM)	CONTRACT PRICE REDUCTION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL	FEB/1998

(a) All offerors are required to insert an amount for Items 0001AA and 0002AA which includes the full price for First Article testing.

(b) In addition, those offerors intending to request a waiver of the First Article Approval requirement, as described elsewhere in this Section L, shall insert the total price for First Article Testing under Item 0001AB (See Section B of this solicitation). If the successful offeror requests and is granted a waiver, the dollar amount entered for Item 0001AB will be deducted from the total amount cited for Items 0001AA and 0002AA. The remaining dollar amount will constitute the price at which award will be made.

(c) See the Section M provision entitled EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT for information on the procedures to be used by the Government in evaluating competing offers when not every offeror requests a waiver of First Article Testing.

[End of Provision]

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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1 CHANGED ALT I (TACOM)	52.209-4006	EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT	JUL/2000

(a) If the offeror submits a request for waiver of First Article Testing but fails to comply with the requirements of the provision entitled PROVISION FOR WAIVER, the requested waiver may not be granted. If the waiver is not granted, more favorable alternative offers of price or delivery, conditioned upon the granting of a waiver, will not be considered in the evaluation process.

(b) DELIVERY EVALUATION FACTORS:

(1) As specified in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL, and will require an accelerated delivery schedule if the successful offeror is granted such a waiver. However, in no case will a delivery schedule predicated upon waiver of the First Article Test requirement be considered as an evaluation factor for award, even if such a schedule would be more advantageous to the Government.

(2) If an offeror requests waiver of First Article Testing but takes exception to the accelerated delivery schedule set forth in the Section F clause entitled DELIVERY SCHEDULE (52.242-4022, TACOM) herein, such offeror is not eligible for the requested waiver. In consequence, any award to that offeror will reflect either (i) the Government-proposed delivery schedule shown in that same clause, or (ii) the contractor-proposed schedule in that clause, if the Government has accepted it.

(c) PRICE EVALUATION FACTORS: As specified in this solicitation, the Government reserves the right to waive the requirement in Section E entitled FIRST ARTICLE APPROVAL, and requests the price of the proposed First Article Test (at Section B, Item 0001AB) from offerors who elect to seek such a waiver. In the event that the offeror requests and receives a waiver of First Article Test requirements, the price for such testing, as identified by the offeror in Section B, Item 0001AB, shall be deducted from the total price otherwise cited for the materiel herein solicited. The offer will then be evaluated for award at the resulting alternate price.

(1) If the offeror requests a waiver of First Article Test requirements, but fails to separately identify the cost of First Article Testing in Section B, Item 0001AB of this solicitation, the Government reserves the right to evaluate the offer based upon the price for Items 0001AA and 0002AA, and to require that offeror perform on the contract at such price whether or not the First Article Requirement is waived, at no additional cost to the Government.

(2) If the offeror requests but is not granted a waiver of First Article Testing, evaluation for award will be based upon the full amount entered for Items 0001AA and 0002AA: the amount entered for Item 0001AB will not be deducted by the Government.

[End of Provision]